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Doc#: 1429355032 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/20/2014 02:57 PM Pg: 1 of 7

3/3

14-04605

Above space for Recorder's use

AFTER RECORDING) Continuum Capital Funding LLC
) Attn: Brian Lignelli
) 520 W. Erie St., Ste. 300-S
MAIL THIS INSTRUMENT TO:) Chicago, IL 60654

THIRD AMENDMENT TO MORTGAGE

PREMIER TITLE

THIS THIRD AMENDMENT TO MORTGAGE (this "Amendment") is made and dated to be effective this 10th day of October, 2014 by Ebony Lucas a/k/a Ebony Wilkerson a/k/a Ebony Dawn Lucas a/k/a Ebony-Dawn Lucas ("Mortgagor"), and shall amend that certain REVOLVING LINE OF CREDIT MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND UCC FIXTURE FILING (as amended, the "Mortgage") (dated evenly with that certain REVOLVING LINE OF CREDIT PROMISSORY NOTE ("Note") in the amount equal to One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) ("Loan Amount") made by Mortgagor to CONTINUUM CAPITAL FUNDING, LLC, a limited liability company duly organized and existing under the laws of the State of Illinois ("Lender"), said Mortgage dated as of March 2, 2012 and granting a security interest to Lender in certain real estate legally described in Exhibit A attached to the Mortgage, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 9, 2012, as Document No. 120693104, as amended by that certain FIRST AMENDMENT TO MORTGAGE dated July 6, 2012, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 15, 2012, as Document No. 1222847036, as amended by that certain SECOND AMENDMENT TO MORTGAGE dated October 15, 2013, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 18, 2013, as Document No. 1329122035 (the Mortgage, together with certain other loan documents together with the Note, collectively, the "Loan Documents").

1. Definitions. The definitions set forth herein shall be as set forth in the Mortgage and/or Loan Documents.

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2. **Amendment to Mortgage.** The Mortgage is hereby amended as follows:

a. Paragraph 6.7 of the Mortgage is replaced with the following:

6.7 Default Under Other Mortgage / Cross Collateralization. If the holder of any other mortgage or any other lien on the Mortgaged Property (without hereby implying Mortgagee's consent to any such other mortgage or lien other than the Permitted Encumbrances) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if a default exists under any other mortgage or lien on the Mortgaged Property. Furthermore, if a default or event of default occurs under or pursuant to any mortgage granted by Borrower and/or Mortgagor to Lender in relation to any other property other than the Mortgaged Property, or if a default or event of default occurs in any of the loan documents related to said mortgage, or in the event that a default occurs under any mortgage granted to Lender by an affiliate of Borrower or Mortgagor (including but not limited to, any mortgage granted by PEACE OF MIND PROPERTIES, LLC, an affiliate of Borrower and Mortgagor, to Lender) or in the event a default occurs under any related loan document, then such default shall be deemed a default under this Mortgage and/or Loan Documents. All collateral granted in any manner whatsoever to Lender (or any affiliate of Lender, including but not limited to, PEACE OF MIND PROPERTIES, LLC, an affiliate of Borrower and Mortgagor) by Borrower and/or Mortgagor (and/or any affiliate of Borrower and/or Mortgagor, including but not limited to, PEACE OF MIND PROPERTIES, LLC, an affiliate of Borrower and Mortgagor) is cross-collateralized and cross-defaulted.

b. The Loan Documents and the terms thereof are hereby amended pursuant to the terms of this Amendment. The Loan Documents and the terms thereof are hereby also amended pursuant to the terms of this Amendment such that the defined term "Mortgage" as it appears in any and all of the Loan Documents shall mean the Mortgage as amended by the terms of this Amendment.

c. This Amendment shall constitute a "Loan Document" under the terms of and as defined in each of the Loan Documents.

3. **Ratification of Loan Documents.** This Amendment is supplementary to the Note, Mortgage and the other Loan Documents. All of the provisions thereof, including the right to declare principal and accrued interest due for any cause specified therein, shall remain in full force and effect except as herein expressly modified. The Mortgagor and Borrower agree to continue to comply with and perform all of the covenants, conditions and obligations set forth in the Loan Documents.

4. **Further Renewals, Extensions or Modifications.** The Mortgage and other collateral given to secure payment of the Note, as hereby amended, shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness secured thereby, however evidenced, and any such extensions, modifications or change in the terms thereof shall not impair in any manner the validity of or priority of the Mortgage, nor release the Mortgagor, Borrower or any

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Co-maker, Surety or Guarantor of the indebtedness thereby secured from personal liability, if assumed, for the indebtedness thereby secured.

5. Waiver and Release of Claims/Disclaimer of Reliance. Mortgagor and Borrower represents to Lender that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions or modifications thereof or any action taken or not taken by the Lender with respect thereto, including but not necessarily limited to, this Amendment. Without limiting the generality of the foregoing, and in consideration of Lender's agreements hereunder, Mortgagor and Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liability, rights, claims, losses, expenses, or causes of action, known or unknown, arising in conjunction therewith. Mortgagor and Borrower also waive, release and forever discharge the Released parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action, or other bar to the enforcement of this Amendment or the Loan Documents. Mortgagor and Borrower expressly disclaim any reliance on any oral representation made by the Lender with respect to the subject matter of this Amendment.

6. Conditions. The agreements to be made by the Lender hereunder shall be conditioned upon the upon the occurrence of the following events:

- a. This Amendment shall have been fully executed and delivered by the Mortgagor and each and every Co-Maker, Co-Borrower, Guarantor and/or Surety that has an obligation with respect to the indebtedness, interest thereon and such other costs and obligations of Mortgagor and Borrower provided for in the Note, Mortgage or any other Loan Document;
- b. This Amendment shall, at Mortgagor's expense, be recorded in the Office of the Recorder of Deeds of Cook County, Illinois;
- c. Lender shall have received, at the Mortgagor's expense, a title insurance commitment to insure the continued first lien position of the Mortgage (as herein modified) on the Mortgaged Property, and to insure the increased Loan Amount set forth herein, by the issuance of an endorsement to the policy of title insurance previously obtained to insure the first lien of the Mortgage on the Mortgaged Property.

7. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of any Holder of said Note and shall bind the successors, heirs, personal representatives and assigns of the Mortgagor and Borrower.

8. Governing Law. The terms of this Amendment shall be governed by and construed in accordance with the terms of the laws of the State of Illinois.

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**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1412 SA9524005 LP1
 STREET ADDRESS: 725 EAST 50TH STREET #2W
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 20-10-226-054-1002

LEGAL DESCRIPTION:**PARCEL 1:**

UNIT 2W IN 725-727 E. 50TH STREET HOUSE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 7 AND 8 IN C. E. HANSEN AND OTHERS SUBDIVISION OF LOT 2 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0623645103, ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

UNIT 2E IN 725-727 E. 50TH STREET HOUSE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 7 AND 8 IN C. E. HANSEN AND OTHERS SUBDIVISION OF LOT 2 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0623645103, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

UNIT 1839-3 WEST IN THE MONTICELLO COURT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 12 AND 13 IN BLOCK 4 IN NORTHWESTERN SUBDIVISION OF ALL THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND ADJOINING THE NORTH 430 FEET OF SAID TRACT (EXCEPT A STRIP OF LAND 50 FEET WIDE OFF THE SOUTH END DEEDED TO THE CHICAGO AND PACIFIC RAILROAD), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0516627114; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

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**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1412 SA9524005 LP1 #2W
 STREET ADDRESS: 725 EAST 50TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 20-10-226-054-1002

LEGAL DESCRIPTION:**PARCEL 4:**

UNIT 3N AND P-1 AND STORAGE SPACE S-3N, AS A LIMITED COMMON ELEMENT, IN THE 5739-41 S. CALUMET CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 43 FEET OF LOT 11 AND THE NORTH 3 1/2 FEET OF LOT 10 IN BLOCK 1 IN SUBDIVISION OF LOTS 15, 16, AND 25 OF NEWHALL, LARNED AND WOODBRIDGE'S SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LAND FALLING WITH IN THE PAT TAKEN FOR WIDENING OF CALUMET AVENUE); WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 28, 2005 AS DOCUMENT NUMBER 0536210049 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

UNIT 3E IN FORRESTVIEW PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 5 IN LEDELER'S RESUBDIVISION OF LOTS 30 THRU 37, BOTH INCLUSIVE, IN BLOCK 1 OF WELLS' ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 4, 2001 AS DOCUMENT NUMBER 0011141186; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 6:

UNIT NUMBERS 4627-1W AND 4629-3E IN DREXEL COMMONS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL A:

THE SOUTH 50 FEET OF THE NORTH 1/2 (EXCEPT THE WEST 60 FEET THEREOF, TAKEN FOR BOULEVARD) OF LOT 6 IN BLOCK 8 IN WALKER AND STINSON'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE SOUTH 1/2 (EXCEPT THE WEST 60 FEET, TAKEN FOR BOULEVARD OF LOT 6 IN BLOCK 8 IN WALKER AND STINSON'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THE NORTH 20.35 OF LOT 6 OF CLARKE AND LAYTON'S SUBDIVISION OF LOTS 7, 8, 9 AND 10 IN BLOCK 8 IN WALKER AND STINSON'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY;

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**CHICAGO TITLE INSURANCE COMPANY**

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 STREET ADDRESS: 725 EAST 50TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 20-10-226-054-1002

LEGAL DESCRIPTION:

WHICH SURVEY IS ATTACHED AS EXHIBIT 1 TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0629222160, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

UNIT 1S AND P-3 AND STORAGE SPACE #S-1S, AS A LIMITED COMMON ELEMENT, IN THE 5739-41 S. CALUMET CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 43 FEET OF LOT 11 AND THE NORTH 3 1/2 FEET OF LOT 10 IN BLOCK 1 IN SUBDIVISION OF LOTS 15, 16, AND 25 OF NEWHALL, LARNED AND WOODBRIDGE'S SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LAND FALLING WITHIN THE PART TAKEN FOR WIDENING OF CALUMET AVENUE); WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 28, 2005 AS DOCUMENT NUMBER 0536210049 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.